



REQUEST FOR QUOTATION

RFQ No. **HD541284**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
Phone (602) 542-1040
Fax (602) 542-1741

Quotations are due by 5:00 P.M., P.S.T.

May 5, 2005

Date **April 27, 2005**

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation. The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting <http://www.azspo.az.gov/PoliciesDocuments/terms/UIOv7.pdf> for the Instructions, and <http://www.azspo.az.gov/PoliciesDocuments/terms/UTCv7.pdf> for the Terms and Conditions.

In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. A small business is defined as having fewer than 100 employees or less than 4 million dollars in gross receipts. By signing this form, the offeror self certifies that it is a small business as defined above.

Please check as many as applicable:

____ I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

Delivery Location: Arizona Department of Health Services
1740 W. Adams St., Room 303
Phoenix, Arizona 85007

Buyer: Christine Ruth
Ph. (602) 542-0442 Fax: (602) 542-1741
Email: ruthc@azdhs.gov

VENDOR QUOTATION

Item	Description of Material or Service	Quantity	Unit Rate	Total Cost
1	Haircuts for residents of the Arizona Community Protection and Treatment Center at the Arizona State Hospital	300	\$_____/Per Cut	\$_____
	NOTE: Price includes materials and labor. No additional charges will be allowed.			

Sub-Total: \$

Arizona State Hospital is Tax Exempt Tax (Rate): \$0.00

Total: \$

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order. Payment Terms: _____

Company Name	Address	City	State	Zip Code	Phone No.	Fa No.
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Signature

Date

Typed Name and Title

Procurement Administrator:

Date:

UNIFORM INSTRUCTIONS TO OFFERORS

BID No: HD541284

1. **SUBMISSION:** Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.
2. **INQUIRIES:** All inquiries must be submitted in writing to the Solicitation contact person, and within seven (7) days before the Offer due date and time to allow sufficient time for question review and response.
3. **IDENTIFICATION:** Offeror agrees to provide a federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the State under this contract.
4. **OPENING:** This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.
5. **STANDARD PROVISIONS:** The State of Arizona's Uniform Instructions and Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the D.H.S. Procurement Office.
6. **TAXES:** The State of Arizona is exempt from Federal excise Tax, including the Federal Transportation Tax. The Arizona State Hospital is exempt from State Sales Tax.
7. **BID REJECTION:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
8. **ERASURE;** Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.
9. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance, which is desired. Any bid that proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request of Quotation.
10. **UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.
11. **EVALUATION:** Award shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respect to the requirements set forth in the request for quotation.
12. **MULTIPLE AWARDS:** The state has a large number and variety of potential using agencies at locations throughout Arizona. In order to assure that any ensuing contracts will allow the state to fulfill current and future requirements, the state reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the state. The fact that the state may make multiple awards should be taken into consideration by each potential contractor.
13. **PAYMENT:** The state will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.
14. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office.
15. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

SPECIAL TERMS AND CONDITIONS

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1. PURPOSE:

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Department of Health Services ("ADHS") intends to establish a contract for haircuts for residents of the Arizona Community Protection and Treatment Center ("ACPTC") in accordance with the requirements outlined herein.

2. TERM OF CONTRACT (1 YEAR):

The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.

3. CONTRACT EXTENSION, 48 MONTHS:

By mutual written agreement, any resultant contract may be extended in twelve (12) month increments for a maximum of four (4) years. The contract term shall not exceed a total of five (5) years from the date of the contract award, or \$50,000, whichever comes first.

4. CONTRACT TYPE:

☒ Fixed Price

5. ESTIMATED QUANTITIES:

The quantities listed are estimated quantities. ADHS reserves the right to purchase more or less than those listed without penalties.

6. LICENSES:

The Contractor shall maintain in current status, all certifications, and federal, state and local licenses and permits required for the operation of the business conducted by the contractor. At contract award, Contractor shall furnish proof if requested by the Hospital.

7. INFORMATION DISCLOSURE:

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

8. BILLING NOTICES:

All billing notices to customer agency shall identify the specific hours and rates being billed. Any contract release order issued by the requesting agency shall refer to the contract number and Purchase Order number.

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9. KEY PERSONNEL:

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

- a. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the state.
- b. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the Hospital, and shall, subject to the concurrence of the state, replace such personnel with personnel of substantially equal ability and qualifications.

10. RECORDS:

Pursuant to provisions of title 35, chapter 1, article 6 Arizona revised statutes section 35-214 and section 35-215 each contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the auditor general, the attorney general, and the department of health services, procurement office or any agency doing business under this contract.

11. INSURANCE REQUIREMENTS:

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

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1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name AND Address)** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

<div style="text-align: center;">SCOPE OF SERVICES Request for Quote No. HD541284</div>

1. BACKGROUND:

The Arizona Community Protection and Treatment Center (“ACPTC”) is part of the Arizona Department of Health Services (“ADHS”). ACPTC houses and rehabilitates sex offenders as required by State Statute. ACPTC provides housing, health care and treatment to the residents. Residents are provided services and supplies for daily living, including but not limited to, the need for haircuts.

ACPTC is located at the Arizona State Hospital, 2500 East Van Buren Street, Phoenix, Arizona 85008.

2. OBJECTIVE:

Monthly provide haircuts to ACPTC residents.

3. SCOPE OF SERVICES:

a. Tasks

1. Haircuts and beard trimming, if requested.
2. Schedule service with flexible hours.
3. Approximately 25 haircuts per month.

4. REQUIREMENTS:

- a. Licensed cosmetologist or under the direction of a licensed cosmetologist.

5. CONTRACTOR PROVIDED ITEMS:

- a. Proof of all State, County and City required licenses.
- b. Three (3) references that support Contractor capabilities and skills.
- c. Proof of training and certification.
- d. Labor, equipment and supplies suitable for required tasks.

6 STATE PROVIDED ITEMS:

- a. Monthly telephone call in advance to schedule the haircuts.
- b. Space to provide the haircuts.
- c. Broom and dustpan for clean up.
- d. Staff to accompany the resident.

7. APPROVALS:

- a. Approval by ACPTC Business Support Manager or Designee

8. DELIVERABLES

- a. Haircuts for residents, as needed

<p style="text-align: center;">SCOPE OF SERVICES Request for Quote No. HD541284</p>

9. DELIVERY SCHEDULE

- a. ACPTC shall call the vendor each month to schedule haircuts on a Friday afternoon at or around 1:00 P.M.

10. DELIVERY LOCATION

- a. Arizona Community Protection and Treatment Center
2500 East Van Buren Street
Phoenix, AZ 85008

11. NOTICES, CORRESPONDENCE, REPORTS AND PAYMENTS

- a. Contractor's invoice shall be submitted not later than the close of business on the fifteenth (15th) working business day of each month, following the month of service. The ACPTC Deputy Director will approve the invoice. Approved invoices shall be paid by ADHS within thirty (30) days of receipt.
- b. Invoices from the Contractor shall be sent to:
- Arizona Community Protection and Treatment Center
Support Services Manager
2500 East Van Buren Street
Phoenix, Arizona 85008
- c. Notices, Correspondence, Reports and Payments from ADHS shall be sent to the Contractor at:
- Contractor Company Name
Attention:
Address Line 1
Address Line 2
City, State, Zip



CERTIFICATE OF INSURANCE

Request for Quote No.: HD541284

EXAMPLE

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
NAME AND ADDRESS OF INSURED	A	
	B	
	C	
	D	

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY FORM			General Aggregate	\$2,000,000
	<input type="checkbox"/> PREMISES OPERATIONS			Product-Completed Operations Aggregate	\$1,000,000
	<input type="checkbox"/> CONTRACTUAL			Person and Advertising Injury	\$1,000,000
	<input type="checkbox"/> INDEPENDENT CONTRACTORS			Blanket Contractual Liability – written and oral	\$1,000,000
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD				
	<input checked="" type="checkbox"/> PERSONAL INJURY				
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE				
	<input type="checkbox"/> EXPLOSION & COLLAPSE (IF APPLICABLE)				
	<input type="checkbox"/> UNDERGROUND HAZARD (IF APPLICABLE)				
	<input checked="" type="checkbox"/> COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)			Bodily Injury – each person	\$1,000,000
				Bodily injury – each accident	\$1,000,000
				Property Damage	\$1,000,000
	<input type="checkbox"/> UMBRELLA LIABILITY				
	<input checked="" type="checkbox"/> WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY			Each accident	\$500,000
				Disease – each employee	\$500,000
				Disease – Policy Limit	\$500,000
	<input type="checkbox"/> OTHER				

State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER

DATE ISSUED _____

AUTHORIZED REPRESENTATIVE